HORATIO SCHOOL DISTRICT

METROPOLITAN AREA NETWORKS (MANs) RFP For Category 1 Funding

Subject: RFP- The objective of this request for proposal is for Horatio School District to connect two remote sites back to the rest of the districts network infrastructure. This proposal will meet the data communication needs in the most cost effective manner.

METROPOLITAN AREA NETWORKS (MANs)

The district is seeking a way to connect two remote campuses back to the High School

MAN site: High School

1101 Metcalf Horatio, AR 71842

Remote site: Elementary

205 Isbell Street Horatio, AR 71842

Remote site: Administration building

204 Lawson Lane Horatio, AR 71842

Purpose:

Proposals are being sought by The Horatio School District for the purpose of securing the most cost efficient way of connecting our schools and remote buildings to our District's Internet connection in order to provide Internet access to all of our district's students and staff.

Background:

Our District's students, teachers, staff and administrators are using more and more resources that require Internet access. In the past we have determined that the most economical way of acquiring Internet access is through a single large Internet connection rather than several small ones, we now need to establish a connection between all of our buildings and that Internet connection. The purpose of this RFP is to explore the various options currently supported through the E-Rate program and its Priority Two services

General Requirements:

The Internet connection for The Horatio School District is located at Horatio High School. (See Appendix for exact locations of all buildings in the project). We wish to connect the Horatio Elementary School and the Horatio Administration to Horatio High School in the most economical way possible.

The district wishes to explore various bandwidth and contract term options and three currently accepted methods of connection, both a complete service including routing, end to end Ethernet and leasing dark and/or lit fiber.

Terms used throughout this RFP

USAC – Universal Service Administrative Company SPAC - Vendor Annual Certification SPIN – Vendor Identification Number The District – The Horatio School District

This RFP package consists of the following sections:

- I. General Conditions
- II. Detailed Specifications
- III. District Responsibilities
- IV. The Vendor's responsibilities Proposal Forms

Send proposals and supporting documentation to:

Lee Smith Horatio MAN Quote 204 Lawson Lane Horatio, AR 71842

<u>Do Not Fax or Email Proposals.</u> Proposals will be received by The District at the address shown above until 2:30 PM CST, March 23, 2016. Proposals must be mailed to the address above in time for delivery before the closing date or hand delivered.

Notification by email may be made to announce that proposals and supporting documentation have been mailed or will be hand delivered.

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Schedule of Events:

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Event	Date(s)
Release of RFP to Vendors	3-8-2016
Start Site Visits (Mandatory)	3-15-2016
End Site Visits (Mandatory)	3-16-2016
Deadline for Submission of Proposals	4-1-2016 2:30 PM
Opening of Proposals (HSD District Office)	4-6-2016 12:00 PM

Inquiries

All correspondence and inquiries regarding this RFP must be done via Email:

lsmith@horatioschools.org, ryoung@horatioschools.org, adam.west@dmesc.org

If a Vendor does not receive a response within 24 hours, it is the responsibility of the Vendor to call Adam West at 870-386-2251 and confirm that the email message was received.

Basis of Award:

- 1. E-rate approval by USAC
- 2. Provider must have current USAC SPAC.
- 3. References of at least three installations of similar application size, complexity, Infrastructure design and installation method as proposed.
- 4. Must be able to secure necessary highway permits from the Arkansas Department of Transportation.
- 5. All Vendors MUST complete the MANDATORY Walk through. NO BIDS WILL BE ACCEPTED FROM VENDORS WHO DO NOT COMPLETE THE MANDATORY SITE VISIT.

I. General Conditions

The following are the General Conditions for the work to be performed as outlined in the Detailed Specifications.

1. Location of Sites:

The location of the work is on property owned by The District and through negotiated services on right-of-ways.

2. Scope of Work:

It is understood that, except as otherwise specifically stated in this RFP, The Vendor shall provide and pay for all materials, labor, tools, equipment, transportation, temporary construction of every nature and all other services and facilities of every nature whatsoever, necessary to execute, complete and deliver the work within the specified time. Licenses necessary for the execution of the work shall be secured and paid for by The Vendor. This would include all pole rights needed for fiber services obtained through local utilities.

Any work necessary to be performed after regular working hours, on weekends or legal holidays, shall be performed without additional expense to The District, unless the weekend or holiday work due to a delay caused by The District. The Vendor will be fully responsible for securing all required right-of-ways, construction permits and cross connects required to complete this project.

3. Protection in General:

The Vendor shall protect all buildings, furniture, equipment, personal items, trees, shrubs, lawns and all landscaping on school property from damage. Any damaged property shall be repaired or replaced at the Vendor's expense. Labor shall include all restoration (leveling, sod replacement) of grounds broken up during the installation of this network.

4. Change in Contract:

The District will not be responsible for any change in the work involving extra costs unless approval in writing is furnished by the Technology Coordinator before such work is begun.

5. Existing Conditions:

The Vendor, in submission of this proposal, will have visited the premises and will be assumed to have taken into consideration all conditions, which might affect this work. The location of the demark shall be in the server closet or another location specified by The District technical personnel. No consideration will be given to any claims based on a lack of knowledge of existing conditions. To schedule a site visit, contact Adam West at:

adam.west@dmesc.org

If a Vendor does not receive a response within 24 hours, it is the responsibility of the Vendor to call Adam West at 870-386-2251 and confirm that the email message was received.

6. Insurance:

Within ten (10) days after notification of award, The Vendor shall furnish to The District a Certificate of Insurance showing compliance within the following limitations:

- a) The Vendor agrees to comply with the provisions of Worker's Compensation Laws of the State of Arkansas.
- b) It shall be stated on every policy or Certificate of Insurance, as the case may be, that "The insurance company agrees that the policy shall not be canceled, changed, or allowed to lapse until ten (10) days after The District has received written notice as evidenced by the return receipt of registered mail, and it is agreed further that as to lapsing, such notice will not be valid if mailed more than fifteen (15) days prior to the expiration date shown on the policy."
- c) The Vendor shall maintain other insurance (with the limits shown below) that shall protect The Vendor and The District from any claim for property damage or personal injury, including death, which may arise out of operations under this contract, and the Vendor shall furnish The District with certificates and policies of such insurance as follows.

Below is a list of the insurance coverage that must be procured by The Vendor at his own expense. The Vendor agrees to follow instructions indicated in each case:

The District Protective Liability Insurance:

· Personal injury, including death, limits of \$1,000,000.00 for each person and \$1,000,000.00 for each accident.

Vendor's Public Liability Insurance:

- · Personal injury, including death, limits of \$1,000,000.00 for each person and \$1,000,000.00 for each accident.
- · Property Damage limits of \$100,000.00 for each accident and \$500,000.00 for the aggregate.

7. Workmanship

All work shall be performed in a professional manner. Personnel from The District may observe the work procedures and workmanship of the Vendor, but such observation will not relieve the Vendor from any responsibility of performance or constitute acceptance of the work performed.

8. Proposed Services and Vendor Qualifications

The Vendor shall furnish a written document that describes the services proposed under these specifications. It is understood that the Vendor is not responsible for the function of existing equipment already installed at the schools. However, limited troubleshooting of existing equipment or cabling will be provided by the Vendor free of charge to determine if the existing equipment or cabling can be re-utilized. The Vendor must also show proof that their employee(s) are certified to install the proposed cabling components and electronic equipment.

9. Financing

The Vendor will provide a binding contract to The District for submission to the Schools and Libraries Division. After notification of award from the Schools and Libraries Division, The Vendor will receive a Purchase Order for the products and services for which The Vendor will be responsible as a result of this RFP. This Purchase Order will show the amount that is the responsibility of the local school system. The issuance of any purchase order will be contingent upon approval by USAC. Complete payment to the Vendor will be subject to the rules of the Schools and Libraries Division (SLD), After notification by the Schools and Libraries Division (USAC Fund Administrator) of the acceptance of the Contract, the contingency will be removed and the Purchase Order will be submitted to the Vendor in accordance with the rules and regulations of the SLD.

10. Lease

In the case of leased equipment such as routers, contractual terms of the lease must be provided with The Vendor's Bid. The term "lease" is used to refer to contractual arrangements whereby the ownership of the property remains with the Vendor, as stipulated in the SLD Fact Sheet on Internet Services Connectivity, 2/24/98, page 1. The SLD has stated that it will not commit to discounts on a contract that is titled or described as a lease when in effect the terms of the agreement constitute a purchase. For example a lease, which includes up-front payment of capital costs, will not be eligible for discounts.

11. Application for Payment

All applications (invoices) for payment shall be submitted to The District according to the USAC regulations. The Vendor must submit a Vendor Invoice for processing of the discounted potion of the bill.

12. Addenda

Any addenda issued after the issue of this RFP shall be delivered to all parties who complete or have completed the mandatory site visit within 24 hours of issuance or upon completion of the site visit.

If any questions arise within the RFP documents, the Vendor may submit to The District, written request for interpretation. Any interpretation of documents will be made by addendum to the RFP. Copies of any addendum will be mailed or delivered to each that has completed the mandatory site visit. The District will not be responsible for any other explanation or interpretations. The District reserves the right to reject any or all proposals and wave technicalities and informalities.

13. Proposal Submittal:

In order to be eligible for submission of a quote, the Vendor must complete a site visit to all locations in the proposal. Any submissions submitted by a company that has not completed a site visit will be returned unopened. A list of Vendors who have completed a site visit for this proposal can be provided upon request. To request this list, contact Adam West at:

adam.west@dmesc.org

If a Vendor does not receive a response within 24 hours, it is the responsibility of the Vendor to call Adam West at 870-386-2251 and confirm that the email message was received.

Two copies of the proposal and two copies of the other required documentation must be sent in a sealed envelope clearly marked with the words "Horatio MAN Quote" to the address noted on page 2 of this document. All proposals will be opened at 12:00 PM CST on April 6, at The District Central Office at 204 Lawson Lane, Horatio, Arkansas.

Due to the nature and diversity of the proposals, a significant amount of time may be required to determine which proposal provides the best option for The District. The possibility is that the best option will involve district purchased equipment that may or may not be E-Rate eligible or may or may not be part of this proposal could significantly delay the evaluation process. The evaluation process will not be complete until The District has determined the best proposal based on all factors.

14. Withdrawal of Proposal

A proposal cannot be withdrawn after it is filed, unless the Vendor makes a request in writing to

The District prior to the time set for the opening of submitted proposals. The District will accept no quotes after the deadline for submission of proposals

15. The Vendor's Qualifications

The Vendor must provide proof of registration with the (SLD) for reimbursement under E-Rate guidelines for Priority Two Services. If The Vendor fails to file the appropriate forms with the SLD or fails to receive an SLD Vendor Number, The District is not responsible for the discounted portion of The Vendor's bill. The Vendor must generate an invoice for the USF portion of the bill in accordance with SLD regulations. The Vendor is responsible for supplying SLD SPIN with the quote.

The Service Providor must hold a TELLECOMMUNICATIONS Contractors License in the State of Arkansas. A legible copy of the license must be attached and noted.

It is preferred that the Vendor has been in business for at least 5 years. A legible copy of incorporation papers must be attached and noted.

Vendors must give examples of experience with installation of similar projects that have equal broadband connectivity. Vendor must give examples and contact information for at least three such installations.

(ONLY IF DISTRICT IS SERVICED BY AN INDEPENDENT PHONE COMPANY)

Vendor must show signed documentation from the independent telecommunications provider in the district showing that the Vendor has been given permission by the independent telecommunications provider to complete the specified construction and to provide the services proposed within the independent's territory. Proposals without this documentation may not be considered.

16. Stored Materials

Any materials stored on job site shall be the Vendor's responsibility.

17. Specifications

Complete specification details for all products being proposed must be provided as part of the RFP response package (proposal).

18. Time of Completion

Work must be completed and operational by July 1 2017, presuming the Vendor is selected, contract signed and E-Rate forms are submitted by the district in a timely manner.

19. Accident Prevention

Precautions shall be exercised at all times for the protection of persons (including employees and students) and property and hazardous conditions shall be guarded against or eliminated. The District or the building principal will determine what constitutes a hazardous condition on any campus and the Vendor will be responsible for rectifying the issue to the satisfaction of The

District.

20. Contract Form

Upon Contract award and a binding contract signed, the standard written Purchase Order form will be issued to the successful Vendor. Issuance of the Purchase Order will be contingent upon USAC acceptance and funding of the project.

21. Indemnification

The Vendor agrees to hold The District harmless and to indemnify The District for every expense, liability or payment arising out of or through injury (including death) to any person or persons or damage to property (regardless of whom the owner may be of the property) of any place in which work is located arising out of or suffered through any act or omission of The Vendor or Subcontractor.

22. The Vendors' Representative

The District reserves the right, with sole discretion, to refuse to allow any representative of The Vendor to service the contract in any manner. In this event, The Vendor shall furnish another representative that is acceptable to The District. Examples of reasons for refusing to allow a Vendor representative to service the contract include, but are not limited to:

- *Use of profanity or abusive language around any school personnel or students.
- *Unclean or unkempt appearance.
- *Intoxication or obvious drug use.
- *Threatening behavior towards any school personnel or students.

Should the Vendor use subcontractors for portions of the work, The District reserves the right to reject any subcontractor without explanations or recourse by The Vendor or subcontractor.

23. The District Regulations

The Vendor and his representatives shall follow all applicable school district regulations while on The District property, including the no smoking, no weapons, and drug free policies. No work shall interfere with school activities or environment unless the Principal or person in charge gives permission. All Vendor personnel shall be easily identified by the use of identification badges and uniforms or shirts with The Vendor's logo clearly visible.

24. Governing Law

All RFPs and related documents submitted to The District by the Vendor are governed under the laws of the State of Arkansas.

25. Comprehensive List of References:

All references should include: a contact person, dates of work, mailing address and telephone numbers.

References must include three (3) or more references of installations of similar size and complexity within the USA

26. The District reserves the right to:

- a. Give full and proper consideration to the service, reputation, product knowledge, and experience of all companies presenting proposals, and to disqualify any such Vendor it deems unqualified to provide the services requested.
- b. Reject any and all proposals if deemed necessary.
- c. Accept any alternative proposal believed to be in the best interest of the district.
- d. Waive any formality in the quote submission.
- e. Cancel any awarded bid if the service proves unsatisfactory.

27. Price Quotations

Price quotations are to include the furnishing of all materials, equipment, maintenance, shipping costs, delivery, installation, drawings and the provision of all labor and services necessary or proper for the completion of the work as may be otherwise expressly provided in the contract documents. The District will not be liable for any costs beyond those proposed herein. Please be advised that public schools are specifically exempted from the payment of Arkansas Sales Tax.

In case of discrepancy in computed proposal prices, the unit price shall govern and the total price shall be revised accordingly.

28. Variation in Quantities and Configuration

The District reserves the right to modify quantity and configuration requirements. The Vendor agrees to sell The District the revised quantity of items at the unit price stated in the proposal regardless of quantity changes.

29. Terms of Payment

The start of services for this project may not begin prior to July 1, 2016. The District will, if possible, issue an SLD Form 486 on the day services begin. For the duration of the contract, payments will be made on the first Friday after the first meeting of The District Board of Trustees after the submission of invoices from the Vendor.

30. Turnkey Solution

All proposals are to provide a turnkey solution for installation of circuits for connecting the buildings of the district to the District's Internet connection. The District agrees to certify acceptance by location to establish an incremental performance baseline. However, the final system installation shall provide the capabilities specified in Section II, Detailed Specifications.

31. Term of Contract and E-Rate Subsidies

Payment for The District's networking circuits is dependent on E-Rate subsidies. The district will file for the E-Rate subsidies throughout the term of the contract. In the event that the district

E-Rate subsidies were to cease, the district will notify the Vendor as to the date of the cessation and the District's will be liable only for payment for services until the time of termination. If E-Rate subsidies stop, the district will not be bound by the remainder of the contract.

II. Detailed Specifications

The specifications provided in this section are intended to convey the characteristics of a system to provide the most cost effective solution for distribution of voice, video, and data to all locations of The District.

The worksheet for this proposal is very diverse. Any Vendor may choose not to complete any section of the worksheet. Section numbers are noted in the upper left cell of each section. However, each section a Vendor chooses to bid on must be completed fully.

Any resulting contracts from this proposal must allow for the district to upgrade to a higher speed circuit at the quoted price within the term of the contract.

The district is looking for a way to meet current bandwidth needs and also a cost effective way to expand that bandwidth for future needs. The district has a preference of **Self Provisioned Fiber** because of its single upfront cost is significantly less than a long term leased option and it would not provide any bandwidth restrictions. The District will look at other options as well, including:

- 1. Dark fiber point-to-point "1gb, 10gb, 40gb"
- 2. MPLS point-to-point "1gb, 10gb, 40gb
- **A.** MANs should be established and bid in the most cost effective manner possible.
 - Vendors may bid on one, some, or all types of connections listed above. The vendor is **encouraged** to bid all speeds listed below under "requested bandwidth" and may also bid additional speeds as well.
 - Vendors are encouraged to waive special construction costs for MAN
 connections. If special construction costs are not waived, please list those costs
 as a separate line item that defines the eligible upfront non-recurring costs.
 - The district would also like to have the option to make payments on the nondiscounted portion of non-recurring special construction costs over multiple years as stated in the second E-Rate modernization order.

B. Self-Provisioned fiber

- Provide a proposal for a Horatio School District owned fiber network based on a special construction project with the associated right of way, easements, pole attachments, maintenance, repair and service of the network.
- Fiber Optic Cabling

- i. The District request that a 12 strand Single Mode fiber is distributed from the High School to the Admin building.
- ii. The District request that a 12 strand Single Mode fiber is distributed from the Elementary to the Admin building.
 - 1. 6 of each 12 strand fibers will be fusion spliced at the admin building in order to complete a direct link from the High School to the elementary and completing a RING network architecture.
- iii. Termination of the 12 strand fibers at each DMARC location will need to result in as close to factory terminations were NO mechanical terminations will be made.
- iv. Fibers will terminate into a RACK mounted LIU provided by the vendor utilizing LC termination endpoints
- The district requests the following modulating equipment for the Self-Provisioned Fiber to be the following Brocade Networks equipment or functional equivalent using Open Source 1.3 for SDN
 - o Brocade Networks "ICX-7750-48F" with "40G-QSFP-LR4" 40GBase-LR4 QSFP+ optic (LC), for up to 10km over SMF using WDM Technology.

C. Dark Fiber Point to Point

- The FCC, through E-Rate, allows for the use of dark fiber already in place to connect buildings to the district Internet connection.
- The proposal should provide the ability to support a minimum of a 1 GB, upgradeable to 40 GB.
- Please see Additional information below for more details.
- Operations and Maintenance Practices:
 - The (School District) will require on-going maintenance and operations of the fiber for the term of the lease. When pricing maintenance and operations, the respondent should include an overview of fiber maintenance practices including:
 - Call before you dig locate services
 - o Routine maintenance and inspection
 - Scheduled maintenance windows and scheduling practices for planned outages
 - Fiber monitoring including information on what fiber management software is used, what fiber monitoring system is used, and who performs the monitoring,
 - Handling of unscheduled outages and customer problem reports? What service level agreement is included, and what alternative service levels may be available at additional cost
 - What agreements are in place with applicable utilities and utility contractors for emergency restoration
 - Repair of fiber breaks
 - Replacement of damaged fiber
 - Replacement of fiber which no longer meets specifications

Policies for customer notification regarding maintenance,

D. MPLS links

Requested bandwidth between sites

- i. The district is asking the vendor to provide bids on the common bandwidth levels below. If the service model of the technology being provided cannot provide these exact bandwidth levels, please provide a similar list providing the exact bandwidth levels available between 1Gbps & 40Gbps. If the vendor is bidding **dark fiber or self-provisioned fiber**, this list of prices is not required. Bandwidth Price at 1, 3, 5, 7, 10 year intervals
 - a. 1 Gbps
 - b. 10 Gbps
 - c. 40 Gbps
 - i. If applicable, provide a "burst" rate of speed the connection is capable of.

ii. Routers and Switches (Optional)

- a. Service Providers may also quote a monthly lease price for either on premise routers or switches that will be owned and maintained by the Service Provider and that will be the property of the Service Provider at the end of the term of the contract. The buildings LAN will be connected to the device in such a way that removal of the device will have no effect on the internal operation of the LAN. The purpose of these devices will be for the Service Provider to segment the network rather than the district.
- b. Service Provider will manage this equipment either remotely through the network or through a modem connection provided by The District. The District will require a 4 hour or less response time for repair or service of these devices. After 4 hours without service due to a faulty device, the district will reserve the right to prorate payment for the month to include services not delivered due to insufficient response by the Service Provider.

Note: The District is gathering this information for the purpose of comparison of costs of leasing vs. purchase of this equipment. This will be considered ONLY as a part of a bundled package if advantageous and economical. It will be considered only if the Vendor is the chosen Vendor for the District's circuits also.

Any Vendor may choose to offer the bundled service or not. Evaluations will consider total costs to the district over time both with and without the bundled service for all circuit quotes.

Additional Information

 The district uses routing protocols, VLANs, and quality of service (QOS) within its network. This new connection must be able to support these technologies. It must be able to carry multiple native VLAN "tags" that are determined and set up by the district.

• If the vendor bids dark fiber, is must provide the modulating equipment, construction, installation, and maintenance for the fiber. The Vendor must determine the number of strands of fiber that will be needed to accomplish the task.

III. The District Responsibilities

1. Access for Installation

The District will, during the progress of the installation, allow the Vendor and its employee's access to the premises and facilities at all reasonable hours or at such hours as The District representative and the Vendor agree upon.

The District will provide access to existing conduit or the placement of new conduit if necessary to all work locations, floors, buildings, etc., to support the media installation and provide Vendor access to these adjacent areas where and when required.

2. Heating/Cooling

Provide heat or cooling when required and general illumination in rooms where work is to be performed by The Vendor.

3. Inspections

Promptly make inspections when notified by the Vendor that the equipment or any part thereof, is ready for acceptance.

4. Electrical

The District will provide all electrical needs within the district buildings.

5. Delay in Work

It is understood that the Vendor will not be held accountable for any delays caused by The District.

IV. THE VENDOR'S RESPONSIBILITIES

1. Provision

The Vendor must provide all supervision, tools, equipment, hardware and wiring materials as specified; transportation, erection, construction, unloading, inspecting, and keeping inventory as specified in attached contract documents. Whenever in the Contract the terms "provide, furnish, supply, install, etc.", can be interpreted as requiring the Vendor both to furnish and/or install materials, unless specific provisioning/installation of the materials by The District is denoted.

2. Firewalls

Provide for the installation of all conduits and sleeves through firewalls and application of firestopping materials as required to meet codes.

3. Ceiling Tiles

Provide for the removal and reinstallation of all ceiling tiles as needed. Any broken ceiling tiles will be replaced with equal or better quality of the damaged ceiling tiles.

4. Identification

The Vendor will identify to the district any work necessitating cutting into or through any part of the building structure such as girders, beams, concrete, tile floors or partition ceilings.

5. Permits

The Vendor shall obtain all necessary county, municipal, and/or state work/building permits. This includes any permits that may be needed to gain the right of way for outside fiber pulls.

6. Damage

The Vendor will be responsible for repairs of damage to the building, roads, equipment, existing cable, or property. The Vendor will promptly report to a representative of The District any such damage to the building, roads, equipment, existing cable, or property that may occur while performing work in the facilities.

7. Installation

Install the wire, cable, and/or associated hardware in accordance with the manufacturer's specifications. All cabling and equipment shall be sufficiently labeled such that the equipment designation or purpose, interconnections and cabling endpoints can be easily determined. All labeling shall correspond with the drawings provided in Item 15 below.

8. Test and Inspections

Conduct tests and inspections in the presence of an The District technical representative after installation has been completed in order that The District may be assured that the requirements for the installation are met.

9. Completion Notification

Promptly notify The District designated contact of completion of this proposed project.

10. Defects

The Vendor will promptly correct all defects for which the Vendor is responsible.

11. The District Contact

The Vendor must coordinate all work with The District designated contact.

12. Cleanup

Upon completion of the work each day, the Vendor must remove all tools, equipment, rubbish and debris from the premises and must leave the premises clean and neat and in the same condition as it was found.

13. Subcontractors

The Vendors may use subcontractors to perform work. However, all responsibilities rest with the Vendor.

14. Testing

The Vendor will provide The District with complete detailed test results. The test results must be delivered to The District before payment.

15. Drawings:

The Vendor shall furnish, with the quote, a complete set of drawings showing the design of the infrastructure and the interconnection of all equipment installed. The drawings will also include the location of existing electronic equipment utilized in the new installation. The drawings should indicate if the fiber is run above or below ground and if below ground, trenched or bored.

16. Codes, Standards, and Ordinances

All work shall conform to the latest edition of the National Electrical Code, the Building Code, and all local codes and ordinances, as applicable. ANSI/TIA/EIA-568-A and ANSI/EIA/TIA-569 shall be adhered to during all installation activities. Methodologies outlined in the latest edition of the BICSI *Telecommunications Distribution Methods Manual* shall also be used during all installation activities. Should conflicts exist with the foregoing, the authority having jurisdiction for enforcement will have responsibility for making interpretation

17. Safety

The Vendor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Vendor shall at all times comply with the regulations set forth by federal, state, and local laws; rules; and regulations concerning "OSHA", and all applicable state labor laws, regulations, and standards. The Vendor shall indemnify and hold harmless The Customer from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) that may be imposed on The Customer because of The Vendor, subcontractor, or supplier's failure to comply with the regulations stated herein.

18. Patents and Royalties

The Vendor, without exception, shall indemnify and hold harmless The Customer and its employees from any liability of any nature or kind, including costs and expenses for or on

account of any trademarked, copyrighted, patented, or non-patented invention, process, or article manufactured or used in the performance of the Contract, including its use by The Customer. If The Vendor or subcontractor uses any design, device, or material covered by letters, patent, trademark, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

19. USAC Certifications

- The Vendor must be an approved USAC Vendor with a current SPIN and SPAC. It will be the responsibility of the Vendor to maintain all USAC certifications throughout the term of the contract.
- The vendor must comply with all of the E-rate programs requirements, including all of those that USAC issues. For a complete overview, go to: http://www.usac.org/sl/
- The vendor needs to be registered in the Universal Service Schools and Libraries E-rate program and be in good standing with the FCC and USAC.
- The Vendor will include their registered name and Service Provider Identification Number (SPIN)
- The vendor must ensure that all services for which E-rate discounts are being requested are eligible services. See the "2016 Eligible services list" for a complete list of eligible services.
- If any contracted service will include both eligible and ineligible services and/or
 products, the vendor must clearly identify on its bid and corresponding contract, the
 ineligible services and/or products and the associated cost for them.

20. Indemnification

The Vendor shall indemnify and hold harmless The District, its agents and employees from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operation connected with this Contract; or by consequence or any negligence (excluding negligence by The Customer, its agents, or employees) in connection with the same; or by use of any improper material or by or on account of any act or omission of said Vendor or its subcontractors, agents, servants, or employees. The Vendor further agrees to indemnify and hold harmless The Customer, its agents or employees, against claims or liability arising from or based upon the violation of any federal, state, county, city, or other applicable laws, bylaws, ordinances, or regulations by The Vendor, its agents, associates, or employees.

The indemnification provided above shall obligate The Vendor to defend at its own expense or to provide for such defense, at The Customer's option, of any and all claims of liability and all suits and actions of every name and description that may be brought against The Customer which may result from the operations and activities under this Contract whether the installation operations be performed by The Vendor, subcontractor, or by anyone directly or indirectly employed by either.

The award of this Contract to The Vendor shall obligate The Vendor to comply with the foregoing indemnity provision; however, the collateral obligation of insuring this indemnity must be complied with as set forth.

Building Locations

Horatio Elementary School	Horatio High School
205 Isbell Street	1101 Metcalf
Horatio, AR 71842	Horatio, AR 71842
Horatio Administration Office	Horatio Athletic Complex
204 Lawson Lane	605 Hazard Street
Horatio, AR 71842	Horatio, AR 71842
Horatio Stadium Complex	Horatio Baseball Complex
401 Owens Street	101 Central Road
Horatio, AR 71842	Horatio, AR 71842

QUOTE SUBMISSION FORM

Company Name of Vendor		
or		
Company Name of Service Provider		
Corporate Headquarters Address		
City	State	Zip
Service Provider/Vendor Contact Na	me	
Service Provider/Vendor Contact Ph	one Number	
Service Provider/Vendor Contact Em	nail Address	
E-Rate Service Provider/Vendor Nam	ne	
E-Rate Service Provider/Vendor Ider	ntification Number (SPIN)	
Address of Service Provider Arkansa	s Office	
City	State	Zip
Service Provider 24 Hour Toll Free H	elp Desk Phone Number	

FOR THE FOLLOWING WORK SHEETS, SERVICE PROVIDERS MAY COMPLETE ANY OR ALL OF THE VARIOUS OPTIONS.

All Submissions must contain two copies of the worksheet and one copy of the supporting documentation

WORKSHEET FOR ETHERNET CONNECTIONS BETWEEN SCHOOLS (No On Premise Routers or Switches)

WITH A 1 YEAR CONTRACT

SECTION 1 School Site	Bandwidth Required	E-Rate Eligible One Time Cost	E-Rate Ineligible one time Cost	E-Rate Eligible Monthly Cost	E-Rate Ineligible Monthly Cost
Horatio Elem School Horatio Admin Bulding	1 Gbps 1 Gbps				
TOTAL	1 dups				

SECTION 1 School Site	Bandwidth Required	E-Rate Eligible One Time Cost	E-Rate Ineligible one time Cost	E-Rate Eligible Monthly Cost	E-Rate Ineligible Monthly Cost
Horatio Elem School	10 Gbps				
Horatio Admin Bulding	10 Gbps				
TOTAL					

SECTION 1 School Site	Bandwidth Required	E-Rate Eligible One Time Cost	E-Rate Ineligible one time Cost	E-Rate Eligible Monthly Cost	E-Rate Ineligible Monthly Cost
Horatio Elem School	40 Gbps				333
Horatio Admin Bulding TOTAL	40 Gbps				

WITH A 3 YEAR CONTRACT

		E-Rate	E-Rate	E-Rate	E-Rate
SECTION 1		Eligible	Ineligible	Eligible	Ineligible
School Site	Bandwidth	One Time	one time	Monthly	Monthly
	Required	Cost	Cost	Cost	Cost
Horatio Elem School	1 Gbps				
Horatio Admin Bulding	1 Gbps				
TOTAL					

SECTION 1 School Site	Bandwidth Required	E-Rate Eligible One Time Cost	E-Rate Ineligible one time Cost	E-Rate Eligible Monthly Cost	E-Rate Ineligible Monthly Cost
Horatio Elem School	10 Gbps				
Horatio Admin Bulding	10 Gbps				
TOTAL					

		E-Rate	E-Rate	E-Rate	E-Rate
SECTION 1		Eligible	Ineligible	Eligible	Ineligible
School Site	Bandwidth	One Time	one time	Monthly	Monthly
	Required	Cost	Cost	Cost	Cost
Horatio Elem School	40 Gbps				
Horatio Admin Bulding	40 Gbps				
TOTAL					

WITH A 5 YEAR CONTRACT

SECTION 1 School Site	Bandwidth Required	E-Rate Eligible One Time Cost	E-Rate Ineligible one time Cost	E-Rate Eligible Monthly Cost	E-Rate Ineligible Monthly Cost
Horatio Elem School	1 Gbps				
Horatio Admin Bulding	1 Gbps				
TOTAL					

SECTION 1 School Site	Bandwidth Required	E-Rate Eligible One Time Cost	E-Rate Ineligible one time Cost	E-Rate Eligible Monthly Cost	E-Rate Ineligible Monthly Cost
Horatio Elem School	10 Gbps				
Horatio Admin Bulding	10 Gbps				
TOTAL					

SECTION 1 School Site	Bandwidth Required	E-Rate Eligible One Time Cost	E-Rate Ineligible one time Cost	E-Rate Eligible Monthly Cost	E-Rate Ineligible Monthly Cost
Horatio Elem School	40 Gbps				
Horatio Admin Bulding TOTAL	40 Gbps				